

RESOLUTION NO. 2076

A RESOLUTION by the Council of the Town of Friday Harbor authorizing the Mayor to execute a Memorandum of Understanding with Washington State Council of County & City Employees, AFSCME, AFL-CIO Local 1849F regarding video monitoring which can occur on Town premises.

WHEREAS, on May 24, 2000 employees of the Town of Friday Harbor elected to form the collective bargaining unit known as Local 1849F; and

WHEREAS, the Town and Local 1849F have agreed to a collaborative labor negotiation process; and

WHEREAS, said process has resulted in a contract mutually acceptable to both parties for the period of January 1, 2013 through December 31, 2015; and

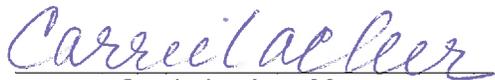
WHEREAS, Local 1849F have expressed concerns regarding unregulated video monitoring which can occur at the Wastewater Treatment Plant, Water Treatment Plant, or Town Shop with Town security equipment; and

WHEREAS, the Council has determined it is in the best interest of the Town to sign a Memorandum of Understanding with Local 1849F to provide for reasonable restrictions,

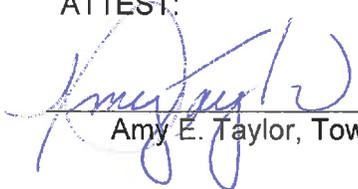
NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Friday Harbor that the Mayor of the Town of Friday Harbor is hereby authorized and directed to execute said Memorandum of Understanding to the current union agreement, attached hereto as Exhibit A;

ADOPTED this 4th day of December 2014.

TOWN OF FRIDAY HARBOR


Carrie Lacher, Mayor

SEAL of the
Town of Friday Harbor
ATTEST:



Amy E. Taylor, Town Clerk

Memorandum of Understanding between Town of Friday Harbor and AFSCME AFL-CIO Local 1849F

COMES NOW The Town of Friday Harbor (TOWN), and Local 1849F of the Washington Council of State, County and City Employees AFSCME AFL-CIO (AFSCME), all referred to herein collectively as "Parties" and enter into this Memorandum of Understanding.

WHEREAS, the Town and AFSCME are currently parties to a Collective Bargaining Agreement (Agreement) governing the Town's represented employees covering a time period from 2013 through 2015; and

WHEREAS, the existing Agreement provides that employees who work permanent part-time a minimum of 20 hours per week shall be entitled to the same health care, dental and vision benefits as full-time employees but shall not be entitled to benefits for their eligible dependents unless paid entirely by the part-time employee; and

WHEREAS, the Town is willing to modify this policy by treating those employees who work permanent part-time for 32 hours a week or more as full-time employees exclusively for Medical, Dental and Vision benefits for the remainder of the existing Agreement upon the conditions set forth herein; now, therefore, the Parties hereby agree as follows:

- 1) So long as the Parties 2013-2015 Agreement remains in force and effect, permanent part-time employees working a scheduled 32 hours or more per week shall be treated as full-time employees exclusively for eligibility of receipt of Medical, Dental and Vision coverage. Any eligible part-time employee shall elect which qualified dependents they may wish to cover and execute the appropriate documentation authorizing deduction from their salary.
- 2) The Town reserves the right to eliminate this benefit without consent of AFSCME upon 3 months advance notice during any period in which the 2013-2015 Agreement remains effective, including any extension of the Agreement beyond December 31, 2015 as provided by law or contract as a result of the Parties inability to negotiate a new Collective Bargaining Agreement. Elimination of this benefit is not subject to Grievance.
- 3) The provisions of this MOU shall amend, to the extent necessary, the language inconsistent as contained in sections 19.1, 19.2, 19.3 and 19.4 of the Agreement. This MOU is not intended to modify any other salary, benefit, vacation or sick leave provision other than as specifically addressed herein.

Carrie Lacher 12-24-14
Mayor Carrie Lacher Date
Town of Friday Harbor

William D Crosby 12/23/14
AFSCME AFL-CIO Local 1849F Date
President William D Crosby

Memorandum of Agreement
Between Town of Friday Harbor and AFSCME AFL-CIO Local 1849F

The Parties to this memorandum have agreed to the following recitations and representations:

- 1) The Town of Friday Harbor (Town) has electronic equipment installed in and upon the premises of the Town Waste Water Treatment Plant located on Tucker Avenue; the Water Treatment Plant located on Wold Road; and the Shop Facilities on Marguerite. This equipment includes video cameras with recording capability.
- 2) AFSCME AFL-CIO Local 1849F (Union) has expressed concern about unregulated video monitoring which can occur on the premises and have asked that reasonable restrictions be adopted.
- 3) Town believes that reasonable restrictions may be appropriate and has proposed the following:
 - a. All video may be monitored live or back 24 hours of any point in time by those with express authorization to maintain such software on their work computer. Review of live camera feeds from a location off Town property shall be limited to security purposes without direct authorization of the Town Administrator.
 - b. The Department Leads or any Lead designee shall not have the authority to search through any video older than 24 hours without the authorization of the Town Mayor or Town Administrator.
 - c. Violation of this directive will be grounds for disciplinary action.
- 4) Union agrees with these restrictions.

Dated this 4th day of December, 2014.

Carrie Lacher
Mayor Carrie Lacher
Town of Friday Harbor

Vinnie O'Connor
AFSCME AFL-CIO Local 1849F

